

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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KAYLA ROLON, COREY GILZEAN, MICHAEL HERNANDEZ, CHRISTOPHER HUSARY, KEITH CLINGMAN, and JONATHAN PECK,

STIPULATION AND ORDER OF DISMISSAL

Plaintiffs, 21CV02548 (CM) (GWG)

-against-

THE CITY OF NEW YORK, MAYOR BILL DE BLASIO, NYPD COMMISSIONER DERMOT SHEA, NYPD CHIEF TERENCE MONAHAN, AND POLICE OFFICERS THEODORE WELLS, LARS FRANTZEN (TAX ID. 936615), FIERRO (SHIELD NO. 88189), JON BRODIE (88th PRECINCT), PICHARDO (40th PRECINCT), EDUARD LUCERO, ALTAMIRANO (TAX ID 960157), BRITNEY OWENS (SHIELD NO. 26613), HEMME (SHIELD NO. 665), ANTHONY POLANCO (SHIELD NO. 11613), ERIK RODRIGUEZ (SHIELD NO. 16334), PATRICK GROSS (SHIELD NO. 21147), LUIS E. ORTIZ (SHIELD NO. 1133), N. CANALE (SHIELD NO. 10524), SGT. ROBERT DIXSON (TAX ID. 934784), SGT SCOTT HALDEMAN, SGT MIGUEL CRUZ (SHIELD NO. 181), CAPTAIN JOSEPH A. TAYLOR. AND JOHN AND JANE DOES 1-38, individually and in their official capacities,

Defendants.

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WHEREAS, the parties have reached a settlement agreement and now desire to resolve plaintiffs' damages claims without further proceedings and without admitting any fault or liability; and

WHEREAS, the plaintiffs' remaining claims for injunctive relief are not affected by this Stipulation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that

1. The plaintiffs' claims for damages in the above-captioned action are hereby dismissed with prejudice; and

2. The plaintiffs' remaining claims for injunctive relief are not affected by this Stipulation.

3. Notwithstanding the dismissal of the plaintiffs' claims for damages in this action in accordance with this Stipulation of Settlement, the District Court shall continue to retain jurisdiction over this action for the purpose of enforcing the terms of this settlement agreement reached between the parties and set forth in this Stipulation of Settlement executed by the parties in this matter.

Dated: New York, New York

May 9, 2024

THE ABOUSHI LAW FIRM, PLLC
Attorneys for Plaintiffs
1441 Broadway, 5th Floor
New York, New York 10018

By:



Tahanie A. Aboushi

HON. SYLVIA O. HINDS-RADIX
Corporation Counsel of the
City of New York
Attorney for Defendants City of New York,
De Blasio, Shea, Monahan, Wells,
Frantzen, Fierro, Brodie, Pichardo,
Lucero, Altamirano, Owens, Hemme,
Polanco, Rodriguez, Gross, Ortiz,
Canale, Dixson, Haldeman, Cruz, and
Taylor
100 Church Street, 3rd Floor
New York, New York 10007

By:



Omar J. Siddiqi
Senior Counsel

SO ORDERED:

HON. COLLEEN MCMAHON
UNITED STATES DISTRICT JUDGE

Dated: _____, 2024

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x

KAYLA ROLON, COREY GILZEAN, MICHAEL
HERNANDEZ, CHRISTOPHER HUSARY, KEITH
CLINGMAN, and JONATHAN PECK,

**STIPULATION OF
SETTLEMENT**

Plaintiffs, 21CV02548 (CM) (GWG)

-against-

THE CITY OF NEW YORK, MAYOR BILL DE BLASIO,
NYPD COMMISSIONER DERMOT SHEA, NYPD CHIEF
TERENCE MONAHAN, AND POLICE OFFICERS
THEODORE WELLS, LARS FRANTZEN (TAX ID.
936615), FIERRO (SHIELD NO. 88189), JON BRODIE (88th
PRECINCT), PICHARDO (40th PRECINCT), EDUARD
LUCERO, ALTAMIRANO (TAX ID 960157), BRITNEY
OWENS (SHIELD NO. 26613), HEMME (SHIELD NO.
665), ANTHONY POLANCO (SHIELD NO. 11613), ERIK
RODRIGUEZ (SHIELD NO. 16334), PATRICK GROSS
(SHIELD NO. 21147), LUIS E. ORTIZ (SHIELD NO. 1133),
N. CANALE (SHIELD NO. 10524), SGT. ROBERT
DIXSON (TAX ID. 934784), SGT SCOTT HALDEMAN,
SGT MIGUEL CRUZ (SHIELD NO. 181), CAPTAIN
JOSEPH A. TAYLOR. AND JOHN AND JANE DOES 1-38,
individually and in their official capacities,

Defendants.

-----x

WHEREAS, plaintiffs commenced this action by filing a complaint on or about
March 24, 2021, the First Amended Complaint on July 6, 2022, and a Second Amended Complaint
on May 31, 2023, alleging that the defendants violated plaintiffs' federal and state law rights; and

WHEREAS, defendants City of New York, Mayor Bill De Blasio, NYPD
Commissioner Dermot Shea, NYPD Chief Terence Monahan, Officer Theodore Wells, Officer
Lars Frantzen, Officer Giovanni Fierro, Officer John Brodie, Officer Felix Pichardo, Officer

Eduard Lucero, Officer Renato Altamirano, Officer Britney Owens, Officer Liza Hemme, Officer Anthony Polanco, Officer Erik Rodriguez, Officer Patrick Gross, Officer Luis Ortiz, Officer Joseph Canale, Sergeant Robert Dixson, Sergeant Scott Haldeman, Sergeant Miguel Cruz, and Captain Joseph Taylor have denied any and all liability arising out of the plaintiffs' allegations in the above-captioned action; and

WHEREAS, the parties now desire to resolve plaintiffs' damages claims without further proceedings and without admitting any fault or liability; and

WHEREAS, the plaintiffs' remaining claims for injunctive relief are not affected by this Stipulation; and

WHEREAS, plaintiffs' counsel represent that the plaintiffs have assigned all of their rights to attorneys' fees, expenses, and costs to their counsels The Aboushi Law Firm PLLC; and

WHEREAS, the parties have separately entered into a memorandum of understanding dated April 30, 2024 with respect to attorneys' fees and costs for plaintiffs' claims for injunctive relief; and

WHEREAS, plaintiffs have authorized their counsel to settle their claims for damages under the terms of this Stipulation of Settlement set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for the respective parties to the above-captioned action, as follows:

1. Plaintiffs' damage claims in the above-captioned action are hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraphs "2" and "4" below.

2. Defendant City of New York hereby agrees to pay plaintiff Kayla Rolon the sum of Fifteen Thousand (\$15,000.00) Dollars; plaintiff Corey Gilzean the sum of Twelve Thousand Five Hundred (\$12,500.00) Dollars; plaintiff Michael Hernandez the sum of Twenty-Four Thousand (\$24,000.00) Dollars; plaintiff Christopher Husary the sum of Seventeen Thousand (\$17,000.00) Dollars; plaintiff Keith Clingman the sum of Ninety-Seven Thousand (\$97,000.00) Dollars and plaintiff Jonathan Peck the sum of Sixteen Thousand Five Hundred (\$16,500.00) Dollars in full satisfaction of all damage claims, including claims for costs, expenses, and attorneys' fees that were or could have been alleged in the aforementioned action as set forth herein.

3. Plaintiffs have assigned all of their rights to attorneys' fees, expenses, and costs to their counsels The Aboushi Law Firm, PLLC.

4. Defendant City of New York hereby agrees to pay plaintiffs' counsel New York hereby agrees to pay to plaintiffs' counsel The Aboushi Law Firm, PLLC. the sum of \$1,328,333.00 in full satisfaction of plaintiffs' claims for attorneys' fees, expenses, and costs with respect to their damage claims.

5. In consideration for the payment of these sums specified in Paragraph "2", the plaintiffs and their counsel agree to dismissal of all the damages claims in the above-captioned matter against the defendants, with prejudice, and to release and discharge defendants City of New York, Mayor De Blasio, NYPD Commissioner Shea, NYPD Chief Monahan, Officer Wells, Officer Frantzen, Officer Fierro, Officer Brodie, Officer Pichardo, Officer Lucero, Officer Altamirano, Officer Owens, Officer Hemme, Officer Polanco, Officer Rodriguez, Officer Gross, Officer Ortiz, Officer Canale, Sergeant Dixson, Sergeant Haldeman, Sergeant Cruz and Captain Taylor; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiffs'

civil rights and any and all related state law claims, from the beginning of the world to the date of the General Releases, except for claims for costs, expenses, and attorneys' fees that were or could have been alleged in the aforementioned action.

6. Each Plaintiff shall execute and serve on the City of New York's attorney by legal tender (either by personal service or certified mail) at 100 Church Street, New York, New York 10007 all documents necessary to effect this settlement based on the terms of paragraphs "2" and "3" above, including, without limitation, a General Release, IRS Form W-9, and an Affidavit of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from their Medicare provider(s) for the reimbursement of any conditional payments made for the injuries claimed in this matter. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.
7. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.
8. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

9. Plaintiffs agree to hold harmless defendants regarding any past and/or future Medicare claims, presently known or unknown, in connection with this matter. If Medicare claims are not satisfied, defendants reserve the right to issue a multiparty settlement check naming the Medicare provider as a payee or to issue a check directly to the Medicare provider for the amount claimed in the Medicare provider's final demand letter.
10. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto regarding the plaintiffs' damages claims, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
May 9, 2024

THE ABOUSHI LAW FIRM, PLLC
Attorneys for Plaintiffs
1441 Broadway, 5th Floor
New York, New York 10018

By:



Tahanie A. Aboushi

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Frantzen, Fierro, Brodie, Pichardo,
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